

ALDERMEN DENY BRIBE STORY

DESTRUCTION OF STENOGRAPHIC
NOTES CAUSES SURPRISE.

Investigation May Be Made by New York
Grand Jury—Telephone Company President
Will Be in Same Position as
Officials, District Attorney Young Says.

An investigation which will go deep into the matter of the State Line Telephone Company's application for a franchise in New Rochelle and the charge that five Aldermen wanted from \$2,000 to \$3,000 apiece for their votes will be begun at once either by the Westchester Grand Jury or the Grand Jury of this county.

President Reynolds of the telephone company swears that the alleged flickering in regard to bribe went on at his office in the city. If this is true, then it may be a case for the authorities of this county. District Attorney Young of Westchester said that he had no objection to the matter being taken up by the Grand Jury.

The five New Rochelle Aldermen, who visited Mr. Reynolds' office, and whose conversations a stenographer swears she took down, denied yesterday flatfooted that they ever had any conversations with Mr. Reynolds at his office or anywhere else on the subject of bribe. They assert that if any notes report them as talking on this subject, they have been manufactured. It is considered unfortunate by many persons that the stenographic notes have been destroyed, although the girl stenographer has taken oath that the notes as transcribed are correct.

Most of the Aldermen who were seen at New Rochelle yesterday, admitted that they had visited Mr. Reynolds' office. Herman Kallenbach, chairman of the Committee on Franchises, admits that he went there many times. But it was always in regard to legitimate matters concerning the franchise, he asserts.

"If any notes are produced representing me as making any proposition that I or any one else should be paid money for my votes then they are not the report of any interview I ever had with Mr. Reynolds," said Kallenbach yesterday. "I did not see any stenographer, but I did see a low desk in a corner of the room. I don't believe any one could be concealed behind that desk. I was always a friend of the franchise, and favored it because I believed it was a good thing. Mr. Reynolds asked me to send him some of the other members of the board, but I told him he would have to ask them to come himself. I don't absolutely think that there was one word said on the subject of payment for votes."

The other Aldermen with but one exception said the same thing. Alderman Morgan, the lively state keeper, said that he went to see Mr. Reynolds in regard to the company's plan for police service. He said that Mr. Reynolds asked him to drop into his office and see him, and that when he went there he was told that the conversation was in regard to that phase of the matter.

"Mr. Reynolds asked me how certain members stood—whether they were for or against the franchise," said Mr. Morgan. "I told him of some who I knew favored it, and told him the Mayor was opposed to it. That was all the conversation that took place, as true as the wind that blows."

The only Alderman who seemed disinclined to say anything was Alderman Charles Hill, driving the painter. He had nothing to say. Now that the matter has become public the people of New Rochelle are insistent that the thing shall be probed to the bottom, especially in view of the denials of the Aldermen and their attempts to discredit the reported notes of their interviews with Mr. Reynolds. District Attorney Young said yesterday that certain information had already reached him which might put something of a different light on things if it were true. It only showed, he said, that a thorough investigation is needed.

"If Mr. Reynolds offered bribes to the Aldermen he is equally guilty with them," said Mr. Young. "So far as the interviews go, Mr. Reynolds is as guilty as are the Aldermen, but in his statement that he did it all just to lead them on, as a good citizen. Whether or not that statement is true will be for a Grand Jury to determine. Mr. Reynolds will be in the same position as the Aldermen in the investigation and we do not intend to subpoena him as a witness. All that is needed is this stenographer to swear to her notes and to identify the men."

Mr. Young said that it would be necessary for the stenographer to identify the various men whose conversation she says she took down. He is not sure whether she will be able to do this. If she remained hidden behind the desk it would be hard to see how she could see them.

"There is one thing that seems very strange to me," said Mr. Young, "and that is why Mr. Reynolds had these stenographic notes destroyed. If he was starting out with the good intention of proving these Aldermen corrupt he must have known of the importance of every scrap of evidence. The very best evidence is the stenographer's shorthand notes, and these, he says, were destroyed immediately."

Mr. Young said that he had also been informed by one person that the notes were not destroyed for some time. He said that it was one of the things he wanted to look into. Mr. Young said he had heard that sometimes interviews with Aldermen and legislators had been taken down with a very different purpose than to show them up to the public in order to do a public service. The method said to have been employed in certain places by franchise seekers was to engage some tempting bait before those who had the giving of franchises, get them to appear where their remarks could be taken down by a stenographer, and then at a timely moment declare that the whole thing was off and that the company never intended to pay any money for votes.

At the same time it would be made known to the Aldermen that the company would be very pleased to have them vote for its franchise, and incidentally they would be informed that all they had said on the subject of money had been taken down, and it would be very unpleasant to have it reach the public.

BURLINGTON ALSO A REBATER

RAILWAY UNWILLINGLY GUILTY
WITH THE PACKERS.

Court Instructs Jury That the Illinois Law
Was Plainly Broken When Special State
Was Continued After General State Was
Filed With Commerce Commission.

KANSAS CITY, June 13.—As was forecast by the verdict in the rebate case against four packing concerns yesterday, the Chicago, Burlington and Quincy was to-day convicted on four counts of granting concessions on shipments of Armour & Co., Cudahy & Co., Swift & Co. and the Nelson Morris Packing Company.

The case was tried in the United States District Court and the conviction carries a fine of from \$1,000 to \$10,000 in each case.

Judge Smith McPherson, the presiding judge, deferred sentencing the defendant until June 23.

All four counts are practically the same. The case of Armour & Co., on which instructions were read to the jury, charged specifically that the Burlington Railway on August 17, 1905, accepted a shipment of oleomargarine oil from Kansas City to Liverpool at a rate that included a rate of 23 cents per 100 pounds from the Mississippi River to New York, whereas the regular rate at that time was 35 cents.

To simplify the case, A. S. Valkenburg, district attorney for the Government, and Judge O. M. Spencer of St. Joseph, representing the defendant company, signed an agreement, which was, in effect, that the Burlington did contract with the packers to carry their product at 23 cents for the distance named, or at a rate of 40 cents for the whole distance from Kansas City to Liverpool.

Half a dozen witnesses were examined, their testimony being largely technical and pertaining to the tariffs in existence at the time covered in the indictment.

Those who testified were H. C. Davis, general freight agent at New York for the Lehigh Valley Railroad; Robert H. Dousman, of Philadelphia, auditor of the freight department of the Lehigh Valley; M. A. Gentle, agent at Kansas City of the Reading Dispatch, which operated in the interest of the Clover Leaf, one of the roads; H. C. Burnett of New York, assistant general freight agent of the Lehigh Valley; and Ernest F. Bissell, general agent at Kansas City of the Burlington railway, who was commercial agent of that road in 1905 at the time the 23 cent rate for the packers was granted.

Judge O. M. Spencer, in his argument for the defendant, contended that the Burlington railway had a joint rate under its contract with the Clover Leaf and Lehigh Valley roads to carry the packing house products at a rate which would have been valid under the present ruling of the court had it been published. Hence the only crime, if any, committed was the failing to publish the tariff under the contract.

The evidence showed, he said, the shipment was a through shipment to a foreign destination. The charge in the indictment was granting a concession from a portion of a through rate. Such a proposition, he contended, is unknown to the law. If a concession was made at all, it was on the entire or through rate, and reduced the through rate the amount of such concession, but did not, and could not, be offered to any fractional part of the through rate.

The Burlington kept to its contract, made in good faith, kept in good faith, and would rather be fined, if need be, than violate its contract. Whatever its dereliction may have been in reference to filing its tariff it could not be guilty as charged in the indictment.

The indictment, he said, is the result of a controversy with the Lehigh Valley Railroad over its keeping its portion of this contract, and when it is unable to sustain itself it resorted to the law and took the Burlington into court as a criminal. That such a state of affairs exists is to be deplored.

There should be, he contended, no interference by the Government in such controversies. This, therefore, was simply a question between the two corporations. District Attorney A. S. Van Valkenburg, arguing for the Government, said simply that it was a plain case of violation of the Elkins act. The Burlington Railway had made a contract with the packing companies at a rate of 23 cents a hundred, and had continued to live up to that contract after there had been filed with the Interstate Commerce Commission an amended tariff of 35 cents.

Judge McPherson, in instructing the jury, said the Burlington had no right to make a contract for a period longer than the established rate of 23 cents should be in force. To have carried shipments for 23 cents after August 17, 1905, when the tariff was raised to 35 cents, must be considered a concession. The failure of the Burlington Railway to fill the schedule of 23 cents was immaterial.

The jury retired at 6 o'clock and returned their verdict at 6:35.

BLIND, TO DIVORCE BLIND WIFE.
Naming Blind Newsboy as Correspondent—
Wife's Father a Bank President.

ST. LOUIS, Mo., June 13.—Charles W. Bailey, a blind pianist and composer, has appealed to the courts to dissolve his union with Amanda P. Bailey, also sightless. He named Charles E. Reavey, a blind newsboy stationed at the City Hall, in his petition.

The dissatisfied pair became acquainted in 1903 at a concert in the Union Methodist Church and were married on March 1, 1904, over the opposition of the bride's father, William E. Burr, president of the St. Louis National Bank. Bailey says that they lived happily together until last July, when Reavey appeared.

"I accused her of an infatuation for Reavey," said Bailey, "but she denied it. Their friendship continued and I at last put it up straight to her and she admitted she also carried more for Reavey than she did for me. Then I moved into another flat, leaving my wife."

"My wife received \$2,000 in trust from her mother's estate a few days ago and an interest in some real estate. She holds one-third interest in a coal mine at Carterville, Ill."

Bailey declined to discuss the separation, which took place on May 8 last, but said she would not contest the suit.

One of Mrs. Bailey's brothers, Lemuel C. Burr, is a resident of New York city, and another brother, Harry, is an officer in the United States Army.

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REPUBLICAN ROW IN MINNESOTA

Block Horse Named for Governor and
Treasury Charged.

St. Paul, June 13.—The Republican State convention, in session at Duluth, after a stormy time nominated A. I. Cole of Walker for Governor. There were seven candidates, Cole being considered the weakest candidate.

Joseph Jacobson, who went into the convention with 300 votes, gained on each ballot. After voting twice for his favorites the followers of the field candidates made a rush for the weaker man and he was nominated on the third ballot, receiving 551 votes, or ten more than enough to nominate. The nomination was not made unanimous.

A feeling prevails that there has been treachery, and it now appears that the Republican ticket may meet the fate of two years ago, when a Democratic Governor was elected, while the remainder of the ticket went in by from 40,000 to 50,000 majority.

Samuel Iverson was renominated for State Auditor and C. H. Start was nominated for Chief Justice of the Supreme Court.

United States Senator Knute Nelson was unanimously nominated to succeed himself next winter.

The platform indorses the Roosevelt Administration, approves legislation against the adulteration of food, election of United States Senators by direct vote of the people, two cent railroad fare, abolition of free passes and a readjustment of freight rates.

SOLD THEIR VOTES OPENLY.

\$100,000 Spent in the Streets of Savannah
to Carry a Democratic Primary.

SAVANNAH, Ga., June 13.—Shameless buying of votes at the polls marked the Democratic primary here for the nomination of county officers, three Representatives in the Legislature and State Senators. Only white men and Democrats were allowed to vote and the purchase of ballots was carried on at the polling booths.

Professional and business men entered with zest into the vote buying. They stood about the Court House, where the voting for the entire county was conducted, waving handfuls of money and bidding for votes.

A justice of the peace was among those openly purchasing votes. The prices paid ranged from \$10 to \$40, although \$25 was the most common. Some were given in cash, some by check, and some by promissory notes. It is estimated that 800 votes were bought and that the election cost the People's Democratic League, which won, \$100,000.

PUSHING FIGHT ON DRUG TRUST.

Attorney-General Moody Sends Special
Counsel to Probe Combine's Methods.

INDIANAPOLIS, June 13.—United States District Attorney Keating has gone East, at the request of Attorney-General Moody, to make some special investigations into the workings of the drug trust, against which suits were filed here some weeks ago.

He will conduct investigations in Philadelphia, the headquarters of the National Wholesale Druggists' Association, and in New York and other cities. He is expected to remain in the East for ten days or two weeks, and in that time will study the character of the druggists' association and familiarize himself with every phase of the business.

Attorney-General Moody has informed Mr. Keating that while the Government will be represented by other counsel in the trial of the cases against the druggists here, he will be relied upon in all matters respecting the jury and the shaping of the evidence to be presented.

It is understood that the Government is preparing to attack the trust on the lines of its charter, contending that the associations, wholesale, retail and proprietary, have exceeded their franchise grants and in doing so have forfeited them.

RING POLITICIANS ON TRIAL.

Followers of Durham, Philadelphia's Former
Boss, Charged With Conspiracy.

PHILADELPHIA, June 13.—Abraham L. English, Director of Public Safety under Mayor Ashbridge; Philip H. Johnson, former City Architect, and brother-in-law of Israel W. Durham; James Finley and John Batton, all members of the old Durham gang, were placed on trial to-day on the charge of conspiracy to defraud the city in the building of a municipal hospital.

The conspiracy is alleged to have been hatched when English was Director of the Department of Public Safety under Mayor Ashbridge. Johnson was at that time the City Architect and drew the plans and specifications for the work, the contract for which was held by Henderson & Co., of which concern Batton is a member. Finley was an inspector who worked for the city, and was assigned to the hospital job.

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The day was mostly spent in drawing the jury and in preliminaries. It is not likely any one will be convicted.

CASTELLANES NOT TO MAKE UP.

But Effort Is Being Made to Arrange
Divorce Without Open Trial.

PARIS, June 13.—George Gould's statement that the affairs of the Countess de Castellane are adjusting themselves is true in the sense that every effort is being made to prevent the thrashing out of any scandal in open court.

The lawyers are seeking to arrange terms that will be acceptable to both parties, and which, should the court consent, might result in no lien being washed in public, the judge granting the divorce to the Countess on whatever grounds which, while sufficient to justify the decree in the eyes of the public, would spare the feelings of third parties.

There is every likelihood that such an arrangement will be reached, but the Countess has all her batteries prepared for a fight should the Count decline the more than generous terms she offers.

It is absolutely untrue that she is weakling. He continues obstinate as to the control of the children, but he will be compelled to submit to their sole control by their mother, who, however, is ready to concede their father's right to visit his offspring when they are in Paris.

GRIFT AMONG SEA FIRMEN.

ENDLESS CHAIN OF DESSERTIONS
AND BOVIES.

Bunch of Ten Deserters on Sailing Day
—Bunch of Ten That Deserted Last
Sailing Day Comes to the Rescue of 500
Bunch Afloat—Five Deserters Arrested.

Sir Percy Anderson obtained yesterday from United States Commissioner Shields a warrant for the arrest of ten Belgian fishermen from the Red Star liner Zealand, who are charged with deserting the ship in an attempt to extort a month's wages as the price of sticking to her for a single voyage.

According to Sir Percy the fishermen aboard the ships of the International Mercantile Marine have formed the habit of deserting in parties of ten just before sailing time. It was impossible to go to sea short-handed, as this is prohibited in the marine regulations, and is, besides, regarded as a strikeable offense by the other fishermen, who are all organized.

The trick was that just as the captain was in despair at getting new fishermen a bunch of fishermen should show up, just enough to complete his stoking crew. The only condition was that the captain in return for the favor they would do him by signing articles was that he must pay them a bonus of from \$15 to \$25 besides their regular wages for the trip.

The captain, having no other recourse, usually gave in at an extra cost for fishermen of \$100 to \$200 a trip. One captain refused to give the \$200 bonus a head that twelve fishermen demanded and had to wait inside the Hook says Sir Percy until he was forced to give in at the last moment, and a tug brought down the relieving force.

This has gone on for the last three months, according to the British Consul-General. Lately it began to be noticed that the crew that relieved one ship strongly resembled the crew that had just deserted from the one before. After losing thousands of dollars in graft the local managers of the British company made up their minds that they were being made the victims of a very clever swindle.

When ten fishermen deserted from the Zealand yesterday a repetition of the same old game was scented at once. The Zealand sailed to-day. Sir Percy obtained the warrant, and Marshal Henkel, after a search of the sailors' boarding houses along West street, arrested five of the fishermen for desertion. The Marshal said that he would hereafter arrest the deserting fishermen as soon as they jumped the ship and break up the petty graft in no time. If the usual men show up when the Zealand sails to-day Sir Percy vows that he will have them also arrested on a charge of deserting a ship belonging to the American Line a week ago.

Marshal Henkel took the five men to the Tombs. They will be arraigned before Commissioner Shields to-day, desertion being an offence punishable under the Revised Statutes on the motion of the Consul of the flag under which the ship deserted sails. The men gave their names as Jan Vanderporten, Leopold Prinz, Eduard Rieck, Jean Malot and Emil Winn.

FOLK COMES BACK AT JEROME.

Says Prosecutor Should Not Be Deferred
by Fear of Reversal in Higher Court.

JEFFERSON CITY, Mo., June 13.—District Attorney Jerome of New York, in an interview, is alleged, charged that the Missouri boulder prosecutions brought the law into disrepute and did no good, and that the blame for some of the cases being reversed fell on Gov. Folk's successor in office in St. Louis.

Replying to this charge Gov. Folk said to-day:

"Mr. Jerome is apparently in trouble about something, else he would not be so desperate in the effort to excite himself. All of the bribery cases in this State have had so far reached the Supreme Court were either affirmed or reversed before my nomination and election to the office of Governor and before the election of my successor as prosecutor."

"Some of the cases were reversed, but not all. Six men charged with bribery were landed in the pen after the cases had run the gamut of the courts. Others are still fugitives."

"But the benefits of a crusade against crimes of this nature cannot be measured by the number of men in stripes. The awakening of the public conscience to the necessity of stamping out offences that strike at the heart of free government was the main thing accomplished."

"I do not know anything about the insurance corruption except what I have seen in the public press and would have nothing to say except for Mr. Jerome's persistence in defending himself by criticising myself and others."

"It is the duty of the prosecutor to prosecute the guilty and shield the innocent. It is a dangerous thing for the public to permit a prosecutor, unchallenged to decline to prosecute the guilty merely because the Appellate Court might possibly remand the case for another trial. That would allow him to shield the guilty and usurp the functions of the court."

ARREST IN VICTORIA BAR.

Hotel Has No License—Will Put in Fire
Ropes to Get One.

Fred Staudt, a bartender employed at the Hotel Victoria, was arraigned yesterday in Jefferson Market for selling liquor without a license at the hotel.

Inspector Schmittberger says that the Excise Department has refused to issue a certificate to the hotel, but that the sale of liquor has been continued since May 1. The president of the hotel company is George W. Sweeney, who is also president of the Hotel Men's Association. His manager, Thomas Keogh, said last night that an application had been filed and the money paid in for certificate, but that none had been issued because the Building Department wanted fire escape ropes in rooms not already so provided. The ropes are to be put in.

Detectives Will and Murphy of the Tenderloin station went to the hotel last night and found the barroom open again. They brought two beers and arrested Bartender Henry E. Murdock. He was taken to the station and later was bailed out by Manager Tierney of the Marlborough Hotel.

Then the Victoria management decided that the police meant business and closed the bar.

After all, Ecker's the Scotch that made the highest famous—Ad.

REVOLT SPREADS IN CORRA.

Mobs Burn Houses of Japanese—Warships
Sent—Imperial Implicated.

Special Cable Dispatch to THE SUN.
Tokyo, June 13.—The situation in Corra is becoming grave. Telegrams from Seoul report trouble in Phayang, Kangwon and Cholla provinces and indicate that the whole peninsula is disaffected.

Mobs are burning the houses of Japanese and Japanese women are seeking refuge in Seoul.

Chinese pirates are participating in the troubles. Warships have been despatched to quell the disturbances. Evidence is accumulating that implicates the Emperor of Corea. It is stated that in the absence of Marquis Ito, the Japanese Resident, his Majesty is attempting independent action against the interests of Japan.

HAID AROUND THE SUN.

Large Circle Resembling a Rainbow Seen
at Middletown, N. Y.

MIDDLETOWN, N. Y., June 13.—A large solar halo was seen and excited in this city to-day and aroused much apprehension among superstitious people. The immense circle around the sun appeared at 10:30 this morning and lasted nearly two hours. The circle resembled a rainbow. Inside of it the sky was black speckled with brilliant spots. Outside the circle the sky was clear. The streets were filled with people gazing at the phenomenon through smoked glasses.

WILKESBARRE, Pa., June 13.—A phenomenon was witnessed here for some time this morning, a rainbow appearing around the sun, which was in a cloudless sky. The rainbow was quite large and all the usual colors were visible. There has been no rain for forty-eight hours.

EMMA GOLDMAN MARRIED.

She and Berkman Agree to Try Married
Life for Two Years.

ROCHESTER, June 13.—Emma Goldman, the anarchist, and Alexander Berkman, the man who shot Henry C. Frick, were married this afternoon at the home of Berkman's sister, Mrs. Jacob Hochman.

It had been reported that they were married in Detroit three weeks ago, immediately after the release of Berkman after serving fourteen years in prison for the attempt to murder the steel magnate, but according to Mrs. Berkman the ceremony was not performed until this afternoon.

"We were united according to the Anarchist creed," said Mrs. Goldman-Berkman. "That is, we agreed between ourselves, that we would live together as husband and wife for at least two years, and if satisfied at the end of that time that married life is a success we will continue it."

WRIGHT MAY LOSE FINGER.